

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
WORCESTER DIVISION**

KEVIN MERCHANT,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendant.

Civil Action No. 4:20-cv-11136-TSH

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S  
OFFER OF JUDGMENT UPON PLAINTIFFS KEVIN MERCHANT  
PURSUANT TO RULE 68**

Defendant Equifax Information Services LLC, (hereinafter referred to as “Equifax”), by and through its attorneys, and pursuant to Rule 68 of the Federal Rules of Civil Procedure, hereby offers to allow judgment to be taken against it in this action in the amount of Five Thousand-Nine Hundred Seventy Dollars (\$5,970.00) plus reasonable attorneys’ fees and costs, incurred to the date of this Offer, in an amount to be determined by the Court. This Offer is expressly conditioned on the Court entering judgment on this Rule 68 Offer and dismissing with prejudice all claims asserted by Plaintiff against Equifax in this action.

This Offer will remain open for fourteen (14) days after the date of service and may be accepted in writing by Plaintiff Kevin Merchant. This Offer is made solely for the purpose of settlement and shall not, whether accepted or rejected, be construed or used as an admission of liability on the part of Equifax. Equifax has denied and continues to deny all of the allegations made against it by Plaintiff in this action. An acceptance of this Offer by Plaintiff shall not constitute a judgment on the merits of the claims against Equifax, nor a finding of liability against Equifax, and shall not be admissible as evidence in any trial or hearing.

If this Offer is not accepted by written notice, it shall be deemed withdrawn and evidences thereof will not be admissible as evidence in any hearing or trial, except in a proceeding to determine costs. If any judgment finally obtained by Plaintiff is not more favorable than this Offer, Plaintiff must pay Equifax's costs incurred after the making of this Offer, and Plaintiff shall not be entitled to recover his costs after the making of this Offer.

Dated: August 11, 2022

EQUIFAX INFORMATION SERVICES LLC

By: /s/ Eric F. Barton

Eric F. Barton (admitted *pro hac vice*)  
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Equifax Information Services LLC*

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I hereby certify that on August 11, 2022, I presented the foregoing DEFENDANT EQUIFAX INFORMATION SERVICES LLC'S OFFER OF JUDGMENT UPON PLAINTIFFS KEVIN MERCHANT PURSUANT TO RULE 68 to be served upon the following via electronic mail and U.S. Mail:

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/s/ Eric F. Barton

Eric F. Barton  
*Counsel for Defendant Equifax Information  
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